

Please read these terms and conditions carefully. All terms and conditions applicable to Horizons North Credit Union's online banking product, Horizons Online, also apply to Mobile Banking services. Web access is required to use mobile banking. Mobile service provider download and usage charges may apply. See provider's terms and conditions. In addition to the products and services provided through Horizons Online, mobile banking also allows for Remote Deposit Services. Please review our Mobile Remote Deposit Services Agreement following the Horizons Online Agreement and Disclosure.

Horizons Online Agreement and Disclosure

This Agreement is the contract which covers your and our rights and responsibilities concerning Horizons Online offered to you by Horizons North Credit Union (HNCU). In this Agreement, the words "we", "us" and "our" refer to HNCU. The words "you" and "yours" mean those who utilize Horizons Online. The word account means any one of the membership accounts you have with HNCU.

By utilizing Horizons Online, you agree to the following terms governing your and our rights and responsibilities concerning the Horizons Online electronic funds transfer services. Electronic funds transfers (EFTs) are electronically initiated transactions through Horizons Online involving your deposit accounts.

Horizons Online

Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your password to access your accounts. Horizons Online is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and a web browser (such as Google Chrome or Microsoft Internet Explorer). The online address for Horizons Online is www.hncu.org. You are responsible for the installation, maintenance and operation of your computer and modem.

HNCU will not be responsible for any errors or failures involving any telephone service, Internet service or your computer. At the present time, you may use Horizons Online to:

- o Transfer funds between your share savings and checking accounts within your member account.
- o Transfer funds to accounts of other members where you are a joint owner.
- o Transfer from share savings accounts, checking accounts and lines of credit to other deposit or loan accounts, as applicable.
- o Review account balance, transaction history, direct deposit and tax information for any of your accounts.
- o View and print online check images.
- o Receive and print online statements.
- o Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- o Pay bills from your checking account using the Bill Payer service (including sending a check to yourself).
- o Communicate with HNCU using the Message Center feature.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan or line of credit account will be subject to your Loan Agreement and Disclosures, as applicable. HNCU does not make any warranty, express or implied, to you regarding the Quicken software program including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

Types of Electronic Fund Transfers Available with Horizons Online

You may access your account(s) to transfer funds to other credit union account(s) either your own or another member's (see Any Account Transfers), transfer to loan account(s) with us. Such transfers can only be made if the funds are deposited into your credit union account, used to pay a credit union loan, or transferred to another account that has been authorized to receive a transfer from you.

With Horizons Online, you can also download account history files to be used as import files in Quicken or MS Money, change mailing address and email address, change account titles, place a stop payment on paper drafts, and similar services related to your account. If you choose, you may enroll for our online Bill Pay Service and our

eStatement (Online Statements) service within Horizons Online.

1. Any Account Transfers - Any Account Transfers are transfers of funds that you initiate from your account to any other member of the credit union.
2. Alternate Account Access - The Alternate Account Access feature allows you to link and display certain credit union accounts under one account. Accounts that are linked together will appear on your "Account Summary" page on Horizons Online without regard to who else may have an ownership interest in each account. You must have an ownership role on the accounts you wish to aggregate and must complete an additional request form to use this service.

Non-Consumer Accounts on First Line and the Electronic Transfer Act (EFT Act)

In accordance with the Electronic Transfer Act, accounts such as Corporation, Trust, Partnerships, LLCs, etc. are considered non-consumer accounts. You acknowledge your responsibility for all funds transferred affecting your non-consumer accounts initiated using Horizons Online. The credit union shall have no duty to verify the identity of the person or persons using your Horizons Online account to transfer funds and transact on your non-consumer account other than the standard authentication security procedures provided for Horizons Online.

You shall at all times indemnify, defend and hold the credit union harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses which may be brought against the credit union or incurred by the credit union and which shall have arisen in connection with the instructions transmitted by the credit union's Horizons Online system relating to your account.

Horizons Online Limitations

The following limitations on Horizons Online transactions may apply:

- a. Transfers. You may make funds transfers to your other accounts as often as you like. For Share Savings and Money Market accounts, during any monthly period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction or through Horizons Online. Please note that transfers completed in person at a credit union office, through an ATM, or by withdrawal check mailed directly to you are not counted toward the limit of six per month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. HNCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. HNCU may set other limits on the amount of any transaction and you will be notified of those limits.
- b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited, due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- c. Messages. You may use the Message Center to send messages to us. Messages may not, however, be used to initiate a transfer on your account or a stop payment request. HNCU may not immediately receive email communications that you send, and HNCU will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call us at the telephone number set forth below.

Online Statements

When you enroll in Online Statements, you agree to receive your periodic account statements online. Your online statement will include the periodic account and transaction activity for your deposit and loan accounts, EFT services, periodic notice of billing error rights, IRA fair market value and year-end tax statements for dividends earned and mortgage interest paid.

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- a. **Email Address.** HNCU will send you an email when your online statements are available for review. It is important that you inform us if your email address changes. To do this, you can complete the address change within Horizons Online.
- b. **Accessing Online Statements.** Your online statements will be available within Horizons Online and can be obtained by using a computer that is linked to the Internet. You may access, view and print your online statements by selecting the online statement tab inside your Horizons Online session. Online statements are presented as PDF documents. Please note: you must have Adobe Acrobat Reader software to access your statements, which can be downloaded at no cost to you at <http://www.adobe.com/>. Also, you will need the ability to download and store the statements electronically, or a printer if you want to create a paper copy of your statements for personal record keeping. Through your consent to receive online statements you are informing the credit union that you have the capability to store electronically or print paper copies of your financial records from HNCU.
- c. **Opting Out of Online Statements.** HNCU will suspend mailing your statements when you consent to receiving statements online. To opt-out of receiving online statements, and to receive your periodic statements in paper form through the mail, you must un-enroll to receive online statements by clicking on the "eStatements" tab. Fees for requesting copies of paper statements or for receiving paper statements will be applied as outlined in our fee schedule.

Security of Password

The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use Horizons Online to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying HNCU and change your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of these passwords and HNCU suffers a loss, we may terminate your EFTs and account services immediately.

Member Liability

You are responsible for all transfers you authorize using Horizons Online under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Horizons Online transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Horizons Online transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after you received your periodic statement, you may be liable the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time period.

Reporting Unauthorized Use of your Horizons Online Account. If you believe your password has been lost or

Reporting Unauthorized Use of your Horizons Online Account. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call:

Member Services

(303) 451-1146

Fax: (303) 450-7422

Or, contact us electronically by sending an email messages through Horizons Online or to support@hncu.org

Or write:

Horizons North Credit Union

Attn: Member Services

13559 Huron St.

Westminster, CO 80234

Business Days. Our business days are Monday through Friday, 9:00 am to 5:00 pm. Holidays are not included.

Transaction Documentation. Transfers and withdrawals transacted through Horizons Online will be recorded on your periodic statement. You will receive a statement monthly on any account that has electronic activity.

Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: www.hncu.org. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

Limitation of Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. HNCU will not be liable for the following:

- a. If, through no fault of our own, you do not have enough money in your account to make the transfer, your account is inactive or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong password or you have not properly followed any applicable computer or HNCU user instructions for making transfers and Bill Payer transactions.
- c. If your computer fails or malfunctions or your Internet service, the phone lines or HNCU computer system was not properly working and such problems were apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given Bill Pay complete, correct and current instructions so Bill Pay can process a transfer.
- g. If, through no fault of our own, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- h. If the error was caused by a system beyond HNCU's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by HNCU.
- i. If there are other exceptions as established by HNCU.

Termination of Horizons Online

You agree that we may terminate this Agreement and your Horizons Online account, if you, or any authorized user of your Horizons Online account or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password. In addition, we reserve the right to terminate the service if you fail to use the service for more than six consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices. HNCU reserves the right to change the terms and conditions upon which this service is offered. HNCU will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will contact you via the email address you have designated. Use of this service is subject to existing regulations governing the HNCU account and any future changes to those regulations.

Statement Errors

In case of errors or questions about your Horizons Online transactions, contact us by telephone, send us an email or write us per the instructions set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Please include the following information:

Full name and phone number where you can be reached.

Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions which occurred within thirty (30) days after the first deposit to the account (new accounts); we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question, ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

We will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If we decided that there was no error we will send you a written explanation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

Enforcement

You agree that you are responsible to HNCU for any liability, loss or expense as provided in this Agreement that HNCU incurs as a result of any dispute involving your accounts or services. You authorize HNCU to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Colorado as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Colorado law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if

applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may access Mobile Deposit.

Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible items. You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "via mobile deposit". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the

requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to Horizons North Credit Union, 13559 Huron Street, Westminster, CO 80234.

Funds Availability. For purposes of funds availability, Mobile Deposits are considered deposited at a branch or ATM of this financial institution. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of

business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Member Driven Technologies and Access Softek, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Member Driven Technologies (MDT) and Access Softek, and hold harmless MDT, its affiliates, officers, employees and agents, as well as Access Softek, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Access Softek or Member Driven Technologies, unless such claim directly results from an action or omission made by Member Driven Technologies (MDT) and Access Softek in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM

MOBILE USER AGREEMENT

OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.